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Terms & conditions for the
Proposals for Operation of
MacNab Arms Dining Room
Dundurn Castle

THE CORPORATION OF THE CITY OF HAMILTON

PURCHASING DEPARTMENT

HAMILTON, ONTARIO

June 9th, 1981.

HAMILTON PUBLIC LIBRARY
AUG 05 1981
GOVERNMENT DOCUMENTS

Miss A. Von Rosenbach,
Urban/Municipal Librarian,
55 York Blvd.,
Hamilton, Ontario.

Dear Miss Von Rosenbach:

Please find attached three purchases that have recently been made that may be of interest to the Urban Document Collection.

The first one is for the supply and installation of Propane Conversion Kits for the Regional Police Department. This conversion is for new vehicles and the use of propane gas as their sole source of power, rather than using gasoline.

The second set of documents covers the purchase of a Radio Communication System for all City and Regional vehicles. There is also enclosed an article from the Spectator in reference to this project.

The third set of documents is for the operation of the Dining Room at Dundurn Castle. As a result of a proposal call made in the summer of 1980, a response from the Hillcrest Dairy Ltd., was received and accepted by City Council. The proposal included the use of the interior courtyard which necessitated the covering of it with a glass roof. It has been estimated that $500,000.00 will be spent on renovations to the existing dining area and the enclosure of the courtyard. Fifty percent of this amount is to be paid for by the City and the balance by the successful bidder. Enclosed are the proposal and the agreement signed with the Hillcrest Dairy Ltd.

Yours truly,

T. Bradley,
Director of Purchases.

TB/jd

Encls.

THE CORPORATION OF THE CITY OF HAMILTON

TERMS & CONDITIONS FOR THE PROPOSALS FOR OPERATION OF MACNAB ARMS DINING ROOM DUNDURN CASTLE, HAMILTON, ONTARIO.

Sealed proposals addressed to Mr. J. R. Jones, Secretary, Board of Control, City Hall, Hamilton, Ontario, will be received up to ELEVEN o'clock A.M., (E.D.S.T.) Wednesday, August 6th, 1980, for the Operation of MacNab Arms Dining Room, Dundurn Castle, Hamilton, Ontario, in accordance with the following terms and conditions:-

Use enclosed self-addressed envelope for returning Proposal. The envelope must be sealed.

GENERAL:

The information given in these documents is to be used as a guideline to assist the bidders to present their proposal to the Corporation of the City of Hamilton.

The criteria used for assessing the proposals will be the financial return to the Corporation, the cost of the items suggested in the menu, and the related experience in a food service operation. The Corporation is not bound to accept any proposal received.

Bidders are advised that the submission of Proposals and the acceptance of any such Proposal by the City (whether or not the term "accept" or "acceptance" is used), does not in any way, create a binding contract. If a Proposal appears satisfactory to the City, the Bidder and the City will enter into further detailed negotiations respecting the terms of the contract. No binding agreement shall exist until a formal agreement satisfactory to the City Solicitor is executed by the Bidder and the City.

PROPOSED MENU:

A detailed menu must be included in the proposal. The detail must include the items, the quantity in portion size and the prices to be charged.

Final negotiations will be made between the successful bidder and the Corporation before paragraph "Evaluation of Proposals" is implemented.

EXCLUSIVE RIGHTS:

The City shall permit the bidder to occupy the MacNab Arms Dining Room, as outlined on the attached drawings, with all necessary access thereto and subject to the following, grants to the bidder the exclusive right to operate, and the bidder undertakes to operate a dining room for the supply of meals, drinks, goods and merchandise between the hours of 9:00 a.m. - 1:00 a.m., seven days a week, inclusive, except Christmas Day and New Years Day, except by special arrangement.

EXCLUSIVE RIGHTS: (Cont'd)

Notwithstanding the exclusive license granted to the bidder other suppliers of food and refreshments may enter Dundurn Castle facilities to supply food and refreshments for special events and functions, provided written permission with respect to each proposed special event or function has first been obtained from the City. The City shall notify the bidder of any such permission prior to the holding of such special event or function. The dining rooms, outdoor area or the kitchen facilities are the exclusive area of the successful bidder. If another supplier of food or refreshments was allowed to serve these items it would be in the Dundurn Castle proper and he would not be allowed to use any of the exclusive areas granted to the successful bidder.

Members of the staff of the Hamilton Historical Board shall be permitted to make their own individual arrangements for the supply of coffee, tea, hot drinks, juices and cold drinks in their offices, if they so desire. Use of the private dining room (present kitchen) located at the east end of the facility is to be made available when possible for the use of tour guides. This arrangement is to be confirmed with the Managing Director.

TERM OF AGREEMENT: The term of the agreement for the operation of the Dining Room at Dundurn Castle, Hamilton, will be for 10 years commencing on the signing of an agreement acceptable to the City Solicitor and the City Council, unless sooner terminated by the Corporation under the provisions hereof or otherwise pursuant to law.

POTENTIAL PATRONAGE: There are approximately 80,000 visitors and general public, that utilize the Dundurn Castle facilities.

VISITATION OF SITE: No allowance of any kind will be made for lack of description of existing facilities.

Arrangements for visitation of the existing facilities can be made by contacting Mr. Martin Lewis, Managing Director of Dundurn Castle, telephone 522-5313, or Mr. T. Bradley, Director of Purchases, telephone 527-0241.

COMMENCEMENT OF OPERATION: The successful bidder will assume the facilities as soon as the renovations are completed and will commence operation of the concession within 31 days.

EVALUATION OF PROPOSALS: Details must be completed to enable your proposal to be analyzed. If your proposal is accepted the negotiated detail must remain firm for six months after commencement of operation of the Dining Room. Thereafter a quarterly review of prices may be considered but the successful bidder will be required to submit proof of increases. Tobacco, liquor, wine, beer and confectionery must be sold at prevailing prices.

SECURITY DEPOSITS REQUIRED: All bidders will be required to submit with the tender documents a certified cheque or a renewable Irrevocable Letter of Credit in the amount of $5,000.00, made payable to the City Treasurer. The certified cheque of the successful bidder will be cashed upon receipt by the City and shall be returned without interest to the bidder at the end of the agreement, except as otherwise provided. The Letter of Credit will be held on file. All other bidder's deposits will be returned promptly.

PAYMENT: The bidder shall pay an annual rental payment as shown on the relevant Proposal Form, per year, with equal monthly payments payable in advance on the 1st of every month during each year of the lease or a percentage on Gross Sales paid monthly, whichever is greater adjusted on the 1st of the following month. Additional terms as far as the graduated base rental increase, can be found in the charts located at the end of this proposal.

It is understood and agreed by the successful bidder that the Percentage Rent is defined and regulated as follows:

PERCENTAGE RENT AND GROSS SALES

Gross sales is hereby defined as sales of the bidder from all business conducted from the leased premises by the bidder and others whether such sales be evidenced by cheque, cash, credit, charge account, or otherwise and shall include the amounts received from the sales of goods, ware and merchandise and for services performed and any fees, profits, or charges payable to the successful bidder by virtue of the operation of the Dining Room facility herein, without reserve or deduction for inability or failure to

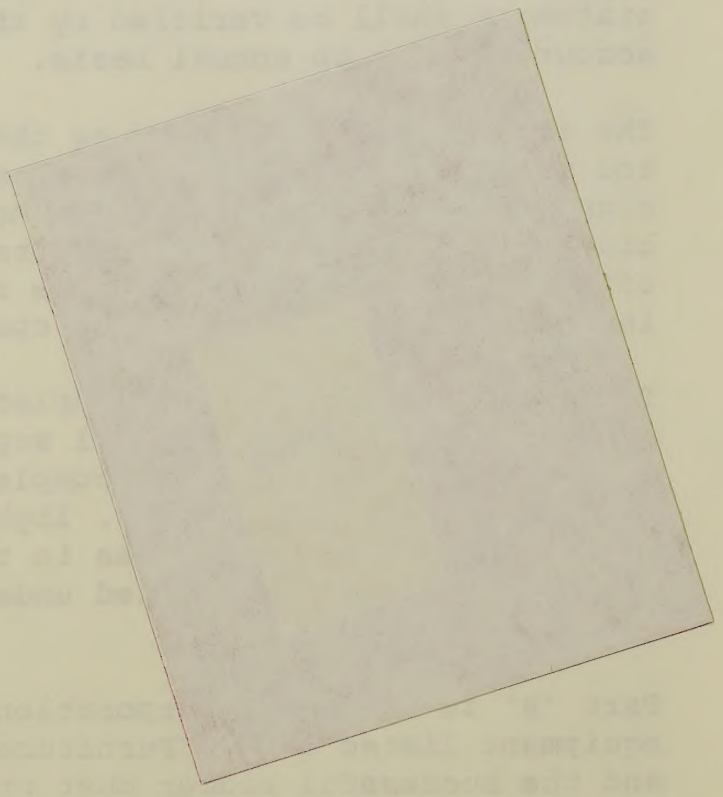
PAYMENT: (Cont'd) collect. Without limiting the generality of the foregoing, the term "Gross Sales" shall include all aggregate sales of goods and merchandise and not excluding such items as food, drinks, confections, novelties and cigarettes; sales made or performed by means of mechanical or other vending devices installed by the successful bidder; sales whether the orders therefor originate in, by reason of, at or from, the premises whether delivery or performance is made from the premises or from some other place; sales made or performed pursuant to telephone or other similar orders received at the premises. There shall be excluded from "Gross Sales" any sales tax payable to the Province of Ontario.

The bidder shall provide the Corporation with complete audited financial statements showing the gross sales within two months of the expiration of the anniversary date of the lease and in the event that percentage of the monthly gross sales shall be greater than the minimum rent herein the bidder shall make the said payment forthwith of the said difference. Said statement shall be verified by the bidder's chartered accountants on an annual basis.

The amount of money stated as the yearly minimum rent and the percentage of the gross sales will be the significant criteria for deciding the successful bidder. Other additional factors may be the menu offered, prices charged and the related experiences in a similar type dining room operation.

The Proposal Form must be completed in full. Part "A" is where the Corporation will supply the dining room, outdoor area, and kitchen, completely supplied with tables, chairs, rugs, decor, lighting fixtures, equipment and bar facilities in the reception area but excluding those items listed under "Services and Fixtures not Included".

Part "B" is where the Corporation will supply only the equipment listed under "Furniture & Fixtures Provided" and the successful bidder must provide the equipment, fixtures, decor, appliances, rugs, drapes and other requirements needed for the successful operation of a dining room and outdoor eating facility.



STATEMENT OF GROSS AMOUNT OF SALES:

The successful bidder, on or before the 1st day following the close of each month, will give to the City Treasurer a statement of the gross amount realized from sales within the premises including articles carried therefrom, during the preceding months of business, but excluding sales tax payable to the Province of Ontario. The statement must be itemized in three catagories showing receipt from the sale of food and beverages; from liquor, wine, and beer; from all other confections, cigarettes, merchandise and performances, etc.

AUDITED STATEMENT:

The successful bidder shall deliver to the City Treasurer within 60 days of the ending of the previous twelve months of operation, a financial statement audited by a chartered accountant licensed to practise public accounting in Ontario, based on properly maintained account books for the operation of the concession.

The successful bidder will agree upon the use of such registration of receipts as the City may require and also such system of recording and accounting of the gross sales as the City Auditor may require.

The successful bidder, during the operation of the concession, will give to the City or the City Auditor, or anyone acting on authority from either of them, the right to enter upon and inspect any part of the premises and to check the recording of sales.

WORKMEN'S COMPENSATION: Bidders shall attach to each proposal submitted a Certificate of Good Standing from the Ontario Workmen's Compensation Board and the successful bidder shall provide additional certificates as often as is deemed necessary by the City during the term of the agreement to ensure continued good standing with the Workmen's Compensation Board.

INSURANCE: The bidder shall maintain during the term of this agreement, property damage and public liability insurance, including coverage for product liability, in amounts and with policies in a form satisfactory from time to time to the City with insurers acceptable to the City.

In particular:

a) Each policy shall name the City as an additional insured as its interest may appear and in the case of such public liability insurance shall contain provision for cross-liability as between the City and the bidder;

b) The bidder shall obtain from the insurers undertakings to notify the City in writing at least thirty (30) days prior to any cancellation thereof;

The bidder shall also maintain such Fire & Theft Insurance as will provide adequate coverage for the loss by burglary, fire or theft of any stock or equipment of the bidder's upon the premises herein referred to.

The bidder shall furnish to the City certificates for all such policies and evidence of the continuation of such coverage not less than ten (10) days prior to the respective expiry dates. Provided that if the bidder fails to take out or maintain such insurance, the City, at its option, shall be entitled to terminate this agreement forthwith or the City shall have the right to take out and maintain such insurance and the bidder shall forthwith pay to the City any premium paid by the City under such insurance.

INDEMNITY: The successful bidder will indemnify and save harmless the City against and from all actions, causes of action, interest, claims, demands, costs, damages, expenses or loss which the City may bear, suffer, incur, become liable for or be put to by reason of any damage to property or injury or death to persons by reason of,

INDEMNITY: (Cont'd)

arising out of or in consequence any breach, violation or non-performance by the successful bidder of any provision of this agreement, or by reason of or arising out of the use of the premises or in connection with the Concession Business, or by reason of or arising out of any act, neglect or default by the bidder or of any of its agents or employees or any other person or persons, in, on, or about the premises. And the successful bidder covenants that the indemnity herein contained shall extend to all claims, loss, costs and damages by reason of or arising out of improper or faulty erection or construction of the structures erected or installed in connection with the Concession Business by the bidder, its servants or agents, whetheror not these have been approved by the City, its servants or agents. The rights to indemnity contained in this paragraph shall survive any termination of this agreement, anything in this agreement to the contrary notwithstanding.

USE OF PREMISES: The successful bidder shall not use the premises, nor shall he permit others to use the premises, for any other purpose than the purposes permitted, stated in this document.

Standard Condition of Premises - The bidder shall keep the premises clean, clear of waste, paper, garbage, combustible materials and obstructions, and shall not cause or permit any unusual or objectionable noises and odours to emanate from the premises.

Garbage Disposal - The bidder shall prepare and put out in containers all garbage resulting from the concession operation. The Managing Director shall decide the size of garbage containers, the manner of placing, and the time of collection. The cost for the removal of the garbage disposal containers shall be that of the successful bidder.

LICENSE & TAXES: The successful bidder shall at his own expense be responsible for obtaining and keeping all Municipal and any other licenses, or approvals, necessary to permit the use of the premises and the carrying on of the business as herein provided for and in addition all applicable business and realty taxes. The estimated assessment for the 4000 square feet of outdoor use and the 2800 square feet of indoor use is $8,800.00. The applicable taxes will be based on actual assessment.

QUALITY OF FOOD:

The operation of the Concession shall be performed in a workmanlike manner and in compliance with public health regulations to the Satisfaction of the Medical Officer of Health.

The Medical Officer of Health for the Regional Municipality of Hamilton-Wentworth, or authorized representative of the City, shall have the right to inspect the food in a raw and prepared state, the manner in which the same are kept, packaged and served, and order the bidder to make such changes in respect thereto as in the opinion of the Medical Officer of Health is desirable, and the bidder will comply with any such order.

MENU PRICES:

A full list of all refreshments and menu prices as approved must be displayed in prominent places in order that dining room patrons may be kept informed of such prices.

VEHICLES:

The bidder shall arrange that all supply vehicles will make deliveries as soon as possible after facilities open for daily business and the bidder shall arrange to have it's employees on hand to sign for any supplies delivered to the bidder.

SERVICES, FURNITURE & FIXTURES PROVIDED:

The Corporation of the City of Hamilton will provide the following for the use of the successful bidder for the sole operation of this concession:

The use of the parking lot in common with all others entitled thereto.

The landscaping, snow removal and grass cutting will be done by the City.

The following equipment will be provided by the Corporation.

1 Only Four Door Cooler, Brantford Refrigeration.
1 Only Frymaster Fryer.
1 Only Garland Range.
2 Only Domestic Freezers, Uprights.
1 Only Microwave Oven.
1 Only Utility Unit.
1 Only Cutting Table.
1 Only Exhaust System, 9' Galvaneal
1 Only Utility Unit, complete with three drawers.

SERVICES, FURNITURE & FIXTURES PROVIDED: (Cont'd)

1 Only Three Compartment SS Sink.
1 Only Hobart Dish Washer.
1 Only Hatco Booster.
1 Only Berkel Model 1600 Slicer.
1 Only Foster Freezer, Upright.
2 Only Kelvinator Ice Cream Freezers.
1 Only Used Kelvinator Domestic Refrigerator.
2 Only Chrome Push Carts for dishes.
50 Only Stanline Stacking Chairs.
4 Only Folding Tables.
2 Only Domestic Toasters.
1 Only Victor Cash Register.
2 Only Three Quarter Shelving Units, 6" x 6".
1 Only Counter, Rolled Top, 90" x 24" x 42".
1 Only Corner Counter, as above.

Partitions, ½" plywood in wood studs, and plywood storage shelving.

It will be the responsibility of the successful bidder to maintain, care, clean all of these fixtures, appliances, furniture, etc. He will also be responsible for the regular cleaning and maintenance of the rugs, drapes, interior windows and decor to the satisfaction of the Managing Director.

DEFINITION OF CLEANING & JANITORIAL SERVICES TO BE PROVIDED:

The bidder shall be responsible for cleaning the equipment, work surfaces, floors and walls in the kitchen, serving areas, dining room, outdoor areas, washrooms, reception area and bar facilities. The level of maintenance to be established by the Managing Director.

SERVICES, FIXTURES NOT INCLUDED:

All light operating equipment such as cash register, serving trays, utensils, dishes, cups, toasters, pots, pans, salt and pepper shakers, cutlery, small display racks, glasses shall be provided by the successful bidder at his expense. All equipment used shall be of design and construction of good quality materials to the satisfaction of the Managing Director.

Additional equipment may be installed at the successful bidder's expense.

HEATING, HYDRO & OTHER UTILITIES INCLUDING TELEPHONES:

All utilities other than heating will have separate meters installed for these purposes. The successful bidder will be responsible for paying these bills directly to the supplier of the service. The hydro and fuel required for heating the dining room and kitchen areas will be supplied

HEATING, HYDRO & OTHER UTILITIES INCLUDING TELEPHONES: (Cont'd)

by the central heating system of Dundurn Castle. A pro-rated charge based on a percentage of the cubic feet occupied by the exclusive area required for the operations referred to will be made and the successful bidder will be billed by Dundurn Castle for this heating bill.

SECURITY SYSTEM: A security system for fire and intrusion will be the successful bidders responsibility. A system is presently used in the Castle only and it is provided by the H.D.T. Security Systems.

STAFF: A list of numbers and classification of staff employed, shall be supplied by the bidder. All staff employed by the successful bidder must be of good appearance, clean and immaculately uniformed at all times and maintain good public relations. The uniform to be approved by the Hamilton Historical Board.

COMPLIANCE WITH LAWS, REGULATIONS, ETC.: The successful bidder shall comply promptly with and conform to the requirements of all applicable statutes, laws, by-laws, regulations, ordinances and orders at any time in force during the term which affect the condition, maintenance, use or occupation of the premises, or equipment, or relate to the employment of persons handling or serving food. And the bidder shall comply with every applicable regulations, order and requirement of the Canadian Fire Underwriters' Association or any body having similar functions or of any liability or fire insurance company with which either the City or the bidder may be insured at any time during the term. Provided that if the bidder defaults under the provisions of this paragraph the City may itself comply with the requirements of this paragraph and the bidder shall forthwith pay all costs and expenses incurred by the City in so doing.

LIQUOR LICENSE: The successful bidder must be in a position to apply immediately for an applicant transfer of the existing wine and beer license and also apply for a change in license at the Dundurn Castle applying for a Restaurant-Dining Lounge License. When this license is obtained the concessionaire must be prepared to operate the concession in accordance with the requirements of the Ontario Liquor License Board.

All charges involved in applying for and obtaining these liquor licenses will be the responsibility of the successful bidder.

Bottles of liquor cannot be sold. All beer must be consumed within the restaurant area as defined. The

LIQUOR LICENSE: (Cont'd)

policing of this consumption must be done by the successful bidder.

ADVERTISING: The successful bidder must be prepared to advertise the dining room facilities. You will be required to complete the information requested on the Proposal Form as to the percentage of the annual gross sales that will be spent on advertising.

PRESERVATION OF ORDER: The bidder herein shall preserve in good order the concession and every part thereof, and shall prevent gambling, the use of obscene language, and any unlawful or immoral behaviour.

SIGNS: Excepting only the aforementioned Menu, the successful bidder herein shall not exhibit any sign, notice, painting, design or advertising device without haveing first obtained the consent in writing of the Managing Director.

QUALITY AND VALUE: The bidder shall provide a good standard of service and value to the patrons of the concession and the Managing Director shall be the sole judge of the adequacy of such service and value, with power to order such changes as he, in his discretion, may deem desireable.

FOOD HANDLING: The bidder shall ensure that all food and beverages offered for sale shall be stored in proper sanitary containers.

EXPERIENCE OPERATION OF OTHER FOOD SERVICES: Bidders shall state in their proposal the location and duration of each dining room facility in which he has acted as principal during the five year period preceding the date of his proposal. He must also state whether he is or is not the owner of this operation.

REPAIRS & MAINTENANCE: The successful bidder shall maintain the premises, fixtures, equipment and chattels (reasonable wear and tear only excepted) in a safe and clean condition, and shall repair or replace any part of the premises, fixtures, equipment or chattels in accordance with notice in writing given to him by or on behalf of the City. Failure to maintain or to effect such repairs or replacements within forty-eight hours after such notice, then and in any such cases, the City may cause the required work to be done either by its own servants or by some other person and the cost of such work shall be recoverable as a debt from the bidder and shall bear interest at the rate of 18% per annum. The Managing Director shall be the sole judge of the adequacy of the cleanliness, safety and neat appearance of the concession and shall have authority to order any changes

REPAIRS & MAINTENANCE: (Cont'd)

deemed advisable. The successful bidder shall leave the premises in good repair upon termination of this agreement.

ALTERATIONS & ADDITIONS: The successful bidder shall neither alter any part of the Concession, nor install any shelving or fixtures without permission in writing from the Managing Director. Any such alterations or installations authorized by the Managing Director shall be made at the expense of the successful bidder.

SEIZURE OF GOODS: In addition to and without limiting any other remedy for failure of the bidder to pay the amounts of money required to be paid to the City hereunder, the Corporation may seize all or any of the goods of the bidder for any arrears of such amounts, and such goods or chattels may be seized at any place to which they have been removed whether in the premises or otherwise.

TERMINATION: a) If the successful bidder refuses or fails to comply with any of the terms and conditions of this agreement or with any proper order or request of the City and such refusal or failure continues for 5 days after receipt by the successful bidder of notice in writing from the Managing Director setting out the particulars of such refusal or failure, the City shall have the right, at its option, to terminate this agreement forthwith by notice in writing to the successful bidder at the address given by him in the bidder documents and thereupon the rights of the successful bidder shall immediately cease, determine and be at an end, and all moneys payable and owing to the City shall immediately become due and payable and the City shall not be liable for payment to the successful bidder any moneys whatsoever by reason of such termination.

Without limiting the generality of the foregoing the City may in such event remove any of the successful bidder's fixtures or chattels from the premises by force if necessary, and in that event, neither the City nor any of its servants, agents or employees shall be liable in damages or otherwise to the successful bidder and there shall be no compensation payable for any improvements made by the successful bidder and such improvements shall become the absolute property of the City.

TERMINATION: (Cont'd)

b) Notwithstanding section (a) of this paragraph, the successful bidder does hereby for itself, its successors and assigns, further covenant and agree with the City, that if at any time during the continuance of this agreement, the successful bidder shall fail in any way in the performance of covenants herein contained, and has not rectified such failure in accordance with the provisions of (a), then the City, upon giving 30 days notice in writing is hereby deemed free to enter into an agreement with any other person or persons for the operating of the food services concession at Dundurn Castle; and further, the bidder hereby agrees to pay to the City the difference, if any, in the payment herein agreed to be paid by the successful bidder and the payments in a new agreement if this payment is less than the payments herein.

c) In the event that any amounts are or become payalbe pursuant to the provisions of subparagraph (a) or (b) of this paragraph the City shall be entitled to apply the security deposit in all or in part against any such amount and such application shall not preclude the City from recovering any further amounts and damages if same can be established to be payable pursuant to subparagraph (a) or (b) of this paragraph or otherwise.

APPLICATION OF SECURITY DEPOSIT:

In the event that the successful bidder fails to make any payments at the time required herein, or where this agreement permits the City at its option to rectify any default by the bidder of any provisions herein, the City shall be entitled to apply such security deposit in all or in part against any payment owing or rectification of default and such application shall not preclude the City from recovering any further amounts if same can be established to be payable pursuant to the terms herein.

In the event the City applies the security deposit in all or in part as provided herein, the successful bidder shall forthwith repay any amounts to the City to make up any deficiency in the security deposit.

REMOVAL OF EQUIPMENT & FIXTURES:

On or before termination or expiry of this agreement, the successful bidder shall cease its business operations and all shelving, fixtures, appliance, furniture, decor,

REMOVAL OF EQUIPMENT & FIXTURES: (Cont'd)

rugs, drapes, equipment, machinery shall become the property of the Corporation. Should termination of the agreement take place within the first three years, a negotiated price will be established for all equipment, decor, fixtures supplied by the successful bidder.

NON-WAIVER: No condoning, excusing, or overlooking by the City of any default, breach or non-observance by the bidder at any time or times in respect of any provision herein contained shall operate as a waiver of the City's right hereunder in respect of any continuing or subsequent default, breach or non-observance or so as to defeat or affect in any way the rights of the City herein in respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the City save only express waiver in writing. And the doing of anything by the City required by this agreement to be done by the bidder shall not relieve the bidder of his obligations to do that thing.

NON-ASSIGNMENT: This agreement and the license and privilege granted to the bidder hereunder are personal and shall not be assigned or underlet either in whole or in part by the bidder by agreement of any type or by operation of law.

LICENSE AGREEMENT ONLY: This agreement shall not, nor shall anything in this agreement be construed to, constitute an agency, partnership or joint venture between parties hereto or the relationship of Landlord and Tenant or a contract of employment. And for greater certainty this agreement does not nor shall it be construed to create any interest in land or real property and it shall not be registered by either party hereto.

NOTICE: Any written notice provided for herein shall be deemed to have been served by leaving same at the usual or last known place of abode of the successful bidder or mailing the same by registered mail to the post office address or last known address of the bidder and the notice period shall commence on the date the notice is delivered or registered.

RIGHTS CUMULATIVE: All the rights and remedies herein given to the City are distinct, separate and cumulative and shall not be deemed to be in exclusion of any other rights or remedies available to the City under this agreement or otherwise.

SURVIVAL OF BIDDER'S OBLIGATION: Upon the expiration or termination of this agreement for whatever reason, the obligations of the bidder remaining unsatisfied hereunder shall nevertheless continue unless otherwise expressly provided herein.

DESTRUCTION OF PREMISES: If during the term of this agreement the premises shall be so damaged or destroyed by fire, lightning, tempest or structural defect then the following shall apply:

a) If the premises or any substantial portion thereof are wholly unfit for the purposes of the bidder's business and as to be incapable of being repaired with reasonable diligence within one hundred and twenty days of the happening of such damage, or if the damage be so extensive that the City shall decide not to restore the same, then either the City or the Bidder may at their respective options terminate this agreement by notice in writing to the other given within thirty days of the date such damage or destruction and this agreement shall cease and become null and void from the date of the giving of such notice and the bidder shall immediately vacate the premises and the payments from the time of such termination shall be apportioned.

b) If the City shall decide not to vacate the premises pursuant to the provisions of subparagraph (a), if the demised shall be capable, with reasonable diligence, of being repaired and rendered fit for occupancy within one hundred and twenty days from the happening of such injury as aforesaid, but if the damage is such as to render wholly unfit for occupance, then payments hereunder shall not accrue after such injury or while the process of repair is going on, and the payments due shall be adjusted accordingly and they shall recommence payments immediately after such repairs shall be completed.

c) If the accruing premises facilities shall be repaired within one hundred and twenty days (adjusted) as aforesaid, and if the damage is such that the said premises are capable of being partially used, then until such damage shall have been repaired, the payments shall be adjusted in the proportion that the part of the demised premises rendered unfit for occupancy bears to the whole of the payments, premises and facilities.

DESTRUCTION OF PREMISES: (Cont'd)

d) If the damage or destruction shall be due to the act, fault or neglect of the bidder, its servants, employees or agents, the provisions in paragraphs a,b,c, shall not apply and such repairs as may be made by the City shall be without prejudice to any claims, rights and remedies of the City.
There shall be no abatement from or reduction of the payments due hereunder, nor shall the bidder be entitled to damages, losses, costs or disbursements from the City during the term hereby created on, caused by or on account of fire, (except as above), water, sprinkler systems, partial or temporary failure or stoppage of heat, light, elevator, live steam or plumbing service in or to the said premises, building or facilities whether due to acts of God, strikes, accidents, the making of alterations, repairs, renewals, improvements, structural changes to the said premises or buildings or the equipment or systems supplying the said services, or from any cause whatsoever; provided that the said failure or stoppage be remedied within a reasonable time.

RIGHT TO SHOW: During the last six months of the term herein granted or at any time after the happening of an event of default, the City shall have the right to show the premises at any time, provided that the business of the bidder is not unreasonably disrupted.

CAPTIONS: The captions appearing at the beginning of each of the paragraphs of these terms and conditions are for reference only and are not to be considered a part of the terms and conditions.

DELEGATION: Subject to the Municipal Act or similar legislation in force from time to time, anything required to be done by the City, including the exercise of any discretion, may be done by any officer, servant or agent of the City authorized to do such thing.

SUCCESSORS: This agreement shall enure to the benfit of and be binding upon the parties and their successors, executors, administrators or other legal representatives.

THE CORPORATION OF THE CITY OF HAMILTON

City Hall,
Hamilton, Ontario,
July 14th, 1980.

T. Bradley,
Director of Purchases.

THE CORPORATION OF THE CITY OF HAMILTON

PROPOSAL FORM

OPERATION OF MACNAB ARMS DINING ROOM, DUNDURN CASTLE

Chairman and Members,
Board of Control,
City Hall, Hamilton.

Gentlemen:

We, the undersigned, herewith agree to enter into a Lease for the Operation of MacNab Arms Dining Room, Dundurn Castle, Hamilton, Ontario, in accordance with terms and conditions issued by the Director of Purchases, for which purpose we offer the following payment of money for rent which shall be the higher of the amounts stated in A or B, for each of the ten years of the Lease as listed herein.

PART "A" - City of Hamilton will supply all fixtures, equipment, decor and bar facilities but not smallwares as defined.

Term	Yearly Minimum Rental Payment	Annual Rent based on Percentage of Gross Sales.
Years 1-3	$ 18,000.00	_____% based on Gross Sales paid monthly.
Year 4	$ 20,000.00	_____% based on Gross Sales paid monthly.
Year 5	$ 22,000.00	_____% based on Gross Sales paid monthly.
Year 6	$ 24,000.00	_____% based on Gross Sales paid monthly.
Year 7	$ 26,000.00	_____% based on Gross Sales paid monthly.
Year 8	$ 28,000.00	_____% based on Gross Sales paid monthly.
Year 9	$ 30,000.00	_____% based on Gross Sales paid monthly.
Year 10	$ 32,000.00	_____% based on Gross Sales paid monthly.

PROPOSAL FORM (Cont'd)

PART "B" - City of Hamilton will supply only those items listed as Furniture, Services and Fixtures Provided.

Term	Yearly Minimum Rental Payment	Annual Rent based on Percentage of Gross Sales.
Years 1-3	$_____	_____% based on Gross Sales paid monthly.
Year 4	$_____	_____% based on Gross Sales paid monthly.
Year 5	$_____	_____% based on Gross Sales paid monthly.
Year 6	$_____	_____% based on Gross Sales paid monthly.
Year 7	$_____	_____% based on Gross Sales paid monthly.
Year 8	$_____	_____% based on Gross Sales paid monthly.
Year 9	$_____	_____% based on Gross Sales paid monthly.
Year 10	$_____	_____% based on Gross Sales paid monthly.

The following information must be provided:-

Number of years experience (must be at least 5 years)_____

Location of present operation_____

Are you the owner of this operation?_____

PROPOSAL FORM (Cont'd)

Location of previous operations_____

_____

_____

Percentage of Gross Sales to be spent on Advertising_____%

Public Liability Coverage $_____

Property Damage Insurance Coverage $_____

Fire Insurance Coverage $_____

A certificate of the insurance must be attached to this proposal.

A Certificate of Good Standing from the Ontario Workmen's Compensation Board must be attached to this proposal.

_____
Name of Bidder

_____
Address of Bidder

Date of Proposal:

_____1980. by_____
Authorized Signature

NOTE: This Proposal Form is issued in duplicate, please retain one copy for your records.

THE CORPORATION OF THE CITY OF HAMILTON

PROPOSAL FORM

OPERATION OF MACNAB ARMS DINING ROOM, DUNDURN CASTLE

Chairman and Members,
Board of Control,
City Hall, Hamilton.

Gentlemen:

We, the undersigned, herewith agree to enter into a Lease for the Operation of MacNab Arms Dining Room, Dundurn Castle, Hamilton, Ontario, in accordance with terms and conditions issued by the Director of Purchases, for which purpose we offer the following payment of money for rent which shall be the higher of the amounts stated in A or B, for each of the ten years of the Lease as listed herein.

PART "A" - City of Hamilton will supply all fixtures, equipment, decor and bar facilities but not smallwares as defined.

Term	Yearly Minimum Rental Payment	Annual Rent based on Percentage of Gross Sales.
Years 1-3	$ 18,000.00	_____% based on Gross Sales paid monthly.
Year 4	$ 20,000.00	_____% based on Gross Sales paid monthly.
Year 5	$ 22,000.00	_____% based on Gross Sales paid monthly.
Year 6	$ 24,000.00	_____% based on Gross Sales paid monthly.
Year 7	$ 26,000.00	_____% based on Gross Sales paid monthly.
Year 8	$ 28,000.00	_____% based on Gross Sales paid monthly.
Year 9	$ 30,000.00	_____% based on Gross Sales paid monthly.
Year 10	$ 32,000.00	_____% based on Gross Sales paid monthly.

PROPOSAL FORM (Cont'd)

PART "B" - City of Hamilton will supply only those items listed as Furniture, Services and Fixtures Provided.

Term	Yearly Minimum Rental Payment	Annual Rent based on Percentage of Gross Sales.
Years 1-3	$_____	_____% based on Gross Sales paid monthly.
Year 4	$_____	_____% based on Gross Sales paid monthly.
Year 5	$_____	_____% based on Gross Sales paid monthly.
Year 6	$_____	_____% based on Gross Sales paid monthly.
Year 7	$_____	_____% based on Gross Sales paid monthly.
Year 8	$_____	_____% based on Gross Sales paid monthly.
Year 9	$_____	_____% based on Gross Sales paid monthly.
Year 10	$_____	_____% based on Gross Sales paid monthly.

The following information must be provided:-

Number of years experience (must be at least 5 years)_____

Location of present operation_____

Are you the owner of this operation?_____

PROPOSAL FORM (Cont'd)

Location of previous operations_____

_____

_____

Percentage of Gross Sales to be spent on Advertising_____%

Public Liability Coverage $_____

Property Damage Insurance Coverage $_____

Fire Insurance Coverage $_____

A certificate of the insurance must be attached to this proposal.

A Certificate of Good Standing from the Ontario Workmen's Compensation Board must be attached to this proposal.

_____
Name of Bidder

_____
Address of Bidder

Date of Proposal:

_____1980. by_____
Authorized Signature

NOTE: This Proposal Form is issued in duplicate, please retain one copy for your records.

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